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AGREEMENT

between  
the

BLOOMINGDALE BOARD OF EDUCATION

and the

BLOOMINGDALE BST SUPPLEMENTAL TEACHERS ASSOCIATION

 July 1, 1984 - June 30, 1985

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PREAMBLE

The Board of Education of the Borough of Bloomingdale, County of Passaic, Bloomingdale, New Jersey (hereinafter called the "Board") and the Bloomingdale BSI Supplemental Teachers Association (hereinafter called the "Association") have negotiated the following agreement pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey. The parties hereby affirm that this Agreement was negotiated in good faith and express their determination to implement it in the same spirit.

Article I  
Recognition

A. The Board recognizes the BSI Supplemental Teachers Association of Bloomingdale as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all Basic Skill instructors and supplemental instructors of the Bloomingdale School System.

Article II  
Grievance Procedure

A. Definitions

1. A "grievance" is a claim by a teacher or representatives of teachers based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim, including the Board of Education.

4. The term "grievance" shall not apply to any matter in which the Board of Education is prohibited by specific statute or case law to act, or a complaint of a non-tenure teacher which arises by reason of his/her not being re-employed.

5. The term "days" as defined under this article shall be school teaching days.

## B. Purpose

The purpose of this procedure is to resolve grievances at the lowest possible level.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Any teacher having a grievance may discuss the matter informally with any appropriate member of the administration and have the grievance resolved with or without intervention of the Association, provided the solution is not inconsistent with the terms of this Agreement and State statutes.

## C. Procedure

### 1. Step One

The aggrieved person presents the grievance orally or in writing, directly or through his Association Representative to his building principal. An interview is arranged within two days; a decision in writing is given by the principal within five days after the interview. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

### 2. Step Two

If the decision made at the first step does not satisfy the aggrieved person, the Association Representative and the aggrieved person have five days to file an appeal with the superintendent. The superintendent or his designee shall arrange another interview with the aggrieved person within two days. Within five days following the interview, the superintendent shall give his written decision to the aggrieved person and the Association Representative.

### 3. Step Three

If the aggrieved person is still not satisfied, he may within five days of the superintendent's decision, make a written request

to the Board through the Association, for a review of the decision. The Board or its designated committee shall set a hearing date to be held within twenty-one days after receipt of aggrieved person's request. Within ten days after the next scheduled board meeting, the Board will notify the aggrieved person and the Association of its decision in writing.

4. Step Four

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this Agreement, he may ask the Association to notify the Board in writing within fifteen days of his desire to submit the grievance to an arbitrator subject to the following conditions:

a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten days, an arbitrator shall be selected by the rules established by the American Arbitration Association.

b. The decision of the arbitrator shall be final and binding on both parties.

c. The costs of arbitration, including the arbitrator's fees but excluding the attorney fees, shall be divided equally between both parties.

D. An aggrieved person shall not have the right to refuse to follow an administrative directive or a board policy on the grounds that he/she has instituted a grievance. The party of interest is required to continue under the direction of the superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.

E. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within thirty days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.

F. Documents dealing with process of grievances shall be filed separately from the personnel file of the participants.

G. To insure prompt resolution of grievances, all time limits are considered maximum but may be extended by mutual agreement.

Article III

Salaries

A. The Board agrees to prorate the salaries of unit personnel based on the Bloomingdale Teachers' Salary Guide for 1984-85. Longevity will also be prorated according to the provisions of the Teachers' Salary Guide for 1984-85.

Article IV

Medical Benefits

A. Unit members employed twenty hours or more on a continuing basis will be entitled to all medical benefits.

Article V

Work Day

A. In the event of early dismissal of our schools, BSI instructors will receive the full day's pay.

B. The Board agrees to pay the regular BSI salary for substituting, however, missed time will not be made up.

Article VI

Leave

A. Each employee is allowed prorated sick leave according to time

worked each year, for example, three working days each week would be eligible for a total of six days annually. Unused sick days are accumulated from year to year.

B. Accumulative sick leave (10 years of employment or more). One day for five days, maximum of 10% of final year of salary. Notice of at least one year prior to retirement. Payment to be made in the following full year. These stipulations apply to allowance of untaken sick leave on retirement.

C. Each unit member shall be granted one calendar day's leave for personal business, no reason need be given. Except in cases of extreme emergency, all requests for leaves shall be in writing to the superintendent or his delegated agent prior to the date requested.

D. Death in the Immediate Family - an allowance of three consecutive school days' leave shall be granted at any one time to attend the funeral of a member of the immediate family. Immediate family shall be interpreted as mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, grandfather, grandmother or any relative of the same household.

E. Maternity Leave (adoption leave included)

1. No tenured teacher shall be removed from her regular teaching duties during her pregnancy nor shall any non-tenured teacher be removed from her regular teaching duties during those months of her pregnancy which occur during a school year for which she has signed a contract for employment with the board, except as indicated in section 2.

2. The board may remove any pregnant teacher from her teaching duties on any one of the following bases:

a. Her teaching performance has substantially declined from the time immediately prior to her pregnancy.

b. If the basis for removal from duties is the physical condition or capacity of the teacher;

(1) the pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching, or

(2) the Board of Education's physician and the teacher's physician agree that she cannot continue teaching, or

(3) following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requests expert consultation in which case the Passaic County Medical Society shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

c. Any other "just cause" as defined in N.J.S.A. Title 18.

3. All tenured or non-tenured teachers may apply to the Board for a leave of absence without pay and shall be granted that leave at any time requested before the expected date of birth and continuing to a reasonable requested date after the arrival of a natural or adopted child. Following the grant of such leave to any teacher, the date of return of that teacher shall be further extended in the discretion of the Board of Education for an additional reasonable period of time at the teacher's request for reasons associated with the pregnancy or birth or for other proper cause. However, the Board of Education need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which that leave is obtained.

4. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a lapse of time between that birth and her desired date of return or that a new school year has not begun except as is provided in the preceding

paragraph. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph 2b. (3).

5. A pregnant employee may apply for a leave of absence based upon a claim of disability, in which instance such leave of absence shall be chargeable to the sick leave account of said employee.

6. A pregnant employee may apply for a leave of absence not based upon a claim of disability, in which instance, said leave of absence shall be without pay and shall not be charged against sick leave of said employee.

7. All extensions or renewals of such leave shall be applied for in writing to the superintendent, subject to the approval of the Board.

F. Each request for a professional day will be considered for approval upon proper application to the Superintendent of Schools or his designated agent.

## Article VII

### Educational Assistance Plan

A. The Board will reimburse an eligible employee for the full cost of books, tuition and/or laboratory fees upon completion of approved courses with passing grades. Books must be returned to the Board of Education for use in the teachers' professional library.

1. Reimbursement will be limited to a maximum of three hundred and fifty dollars (\$350.) during the fiscal year.

2. The cost of supplies, transportation, registration fees, matriculation fees, etc., are not included in the plan and, therefore, will not be paid by the Board.

B. To be eligible for assistance under this plan, an employee must qualify as follows:

1. For assistance requested for the period July 1 to August 31, the employee must actively be employed on the payroll for sixty days after the opening of the Bloomingdale Schools in September.

For assistance requested for the period September 1 to June 30, the employee must be on the active payroll during the entire period for which assistance is requested.

2. Pursue an educational objective and courses leading to it that are:

a. Related to the employee's position in the school system or preparatory to a position to which he may aspire in the future with the Bloomingdale School System.

b. Offered at an accredited college or university.

c. All courses other than certification or degree programs shall be subject to approval of the board and shall exclude correspondence, television courses, week-end courses where classroom or project hours are not comparable to a traditional program and courses irrelevant to the teacher's field and this approval shall not be preceded by past practice.

C. Holders of provisional or emergency certificates shall receive reimbursement only for courses which earn credits in addition to the initial four credits required to keep their present certificates valid.

## Article VIII

### Visitation to Other Schools

A. An allowance of up to two days' leave shall be granted for administration-approved visitation to other schools. A follow-up report shall be filed with the building principal within one week following such visitation.

The number of teachers allowed to leave at any one time will be within the discretion of the administration.

Article IX

Duration of Agreement

This Agreement will be effective July 1, 1984 and shall continue in effect until June 30, 1985.

IN WITNESS WHEREOF, the Bloomingdale Board of Education and the Bloomingdale BSI Supplemental Teachers Association have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

BLOOMINGDALE  
BSI SUPPLEMENTAL  
TEACHERS ASSOCIATION

by Patricia G. McFerdy  
President

by Jan Eddy  
Secretary

BLOOMINGDALE  
BOARD OF EDUCATION

by Grace L. Lemarest  
President

by Gladys B. Vanderbeck  
Secretary

Date October 23 1984